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## DECISION

THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

FILE: B-205330

DATE: March 4, 1982

MATTER OF: Crown Laundry and Dry Cleaners

## DIGEST:

Protest that a solicitation for laundry services fails to define the contractor's responsibility for loss or damage to laundry and Government property in the contractor's possession, possibly resulting in bidders competing on an unequal basis, is without merit where several solicitation provisions clearly define such responsibility.

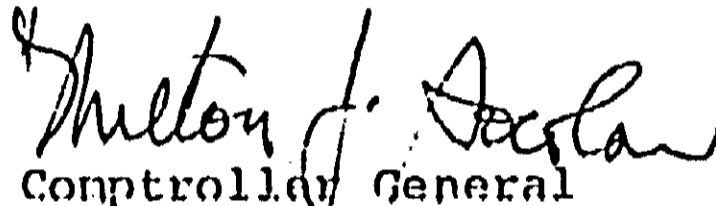
Crown Laundry and Dry Cleaners protests the award of a contract to Kelley Hame Pin Company, Inc. under invitation for bids DABT39-81-D-0129 issued by the Department of the Army. The solicitation is for the operation of a Government-owned, contractor-operated or contractor-owned, contractor-operated laundry facility at Fort Sill, Oklahoma. Crown bid on the basis of using Government-owned facilities. Crown contends that the solicitation failed to apprise bidders of the contractor's responsibility for the loss or damage of Government property while in the possession of the contractor. We find no merit to this protest.

Crown contends that the solicitation failed to define the responsibility of the contractor for the loss or damage to items delivered to the contractor for laundering and to equipment and facilities furnished by the Government to be used by the contractor to perform the contract. Crown states that although through its prior laundry contracts it is aware that it may be liable for loss or damage to this property, other bidders may be unaware of this liability and the consequent necessity to insure against the risk. Thus, Crown contends that bidders may not be competing on an equal basis.

Contrary to Crown's assertions, the solicitation contains several provisions which clearly define the contractor's liability for lost or damaged property.

For example, paragraph 5.16.2 of the IFB states that the contractor shall reimburse the Government or the patron for all articles of clothing and equipment lost or damaged while in the possession of the contractor. The IFB also contains the standard short form "Government Furnished Property" clause, Defense Acquisition Regulation § 7-104.24 (F). Paragraph (c) of that clause provides that the contractor assumes the risk of loss or damage of Government-furnished property upon its delivery to the contractor. The solicitation defines Government-furnished property as any facilities or supplies furnished to the contractor by the Government for use in the performance of the contract. Finally, a clause relating to the protection of Government buildings, equipment, and vegetation specified in DAR § 7-104.63 is included in the IFB. That clause also defines contractor liability. Thus, Crown's contention is without merit.

The protest is denied.

*for*   
Comptroller General  
of the United States